THIS RIDER is an essential part of the attached Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between:

|  |
| --- |
| The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (herein called the "Purchaser") and the Entertainer named below (herein called the " Artist", even though there may be more than one person), for the personal services of the artist: |
| Name (printed or typed): |
| (Required) Social Security or Federal Employer. ID No.: |
| Payee is: ( ) Individual ( ) Corporation ( ) Partnership ( ) Other ( ) US Resident  ( ) Legal Resident of Country: ( )if not a US Resident |

1. To the extent that any of the terms and conditions contained in the contract form to which this Standard Rider is attached, or any other addendum or rider attached thereto by Artist, or his/her agent, are contradictory to any of the terms of this Standard Rider, the Purchaser expressly rejects such contradictory terms and the terms contained in this Standard Rider will be controlling.
2. The parties will attempt to cross out and alter any inapplicable wording in the original contract, as deemed appropriate. However, such alterations should not be considered exclusive in the event that the above section 1 applies.
3. It is understood that the Artist executes this agreement as an independent contractor and is not an employee of the Purchaser. As such, the parties will each be responsible for their own acts of negligence as determined by law.
4. Details and manner of performance are under the control of Artist or, in instances where a group is involved, the leader of the Artist. However, Purchaser has the right to direct Artist to discontinue any activity constituting a violation of University policy, federal, state, or local laws.
5. Any requirement that Purchaser comply with terms, provisions, or directions of agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by Purchaser, in writing, in advance of contract execution or are made part of this agreement prior to the signing of the agreement by the Purchaser.
6. Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence, Artist is required to be at place of performance a sufficient period of time prior to scheduled time of commencement so as to permit timely production.

Cancellations

1. Artist agrees to furnish payment to the Purchaser for actual appearance preparation costs in the event of a late cancellation, less than 21 days prior to appearance date, late appearance, or nonappearance no later than 30 days after invoicing, subject to the limitations in section 9, infra. Either party may cancel this agreement without obligation to the other if cancellation notice is received in written form at least 21 days before appearance date.
2. If, due to illness, accident, or other causes legally known as Acts of God, Artist or Purchaser is forced to cancel a contract, neither party, nor any representative shall be liable for any payment provided written evidence of said condition(s) is submitted at the time of cancellation.

Disputes

1. In the event any on-site dispute shall develop between Artist and Purchaser, action to resolve the same shall be delayed if the Artist requests, until a representative of the local musicians' union has been advised of same and has been given an opportunity to participate in the resolution thereof. However, in no event shall such procedures be deemed to excuse Artist's delay in timely performance more than 15 minutes.

Breach of contract

1. This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin. Disputes regarding the terms of the agreement or claims arising out of its execution or performance may be resolved in any Wisconsin court with competent jurisdiction
2. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each performer who is a party to this contract or who has, in fact, performed the engagement contracted for and by their agent or agents.
3. Legal representation of a State Agency is provided by the Wisconsin Attorney General's Office or its designee, according to the Wisconsin State Statutes.

Insurance

1. The University of Wisconsin-Milwaukee, as an agency of the State of Wisconsin, is self-insured for liability protection. Such protection applies to university and state officers and employees only. No agent of The University of Wisconsin System is authorized to enter into any agreement that may include binding arbitration, hold-harmless, or indemnification clauses without legislative action granting such authority. All other individuals and organizations must provide their own liability coverage.
2. Damage to the premises, equipment or properties of Purchaser caused by Artist or Artist's staff, either intentionally or through negligence, will be paid for by Artist of may be deducted from fee at the Purchaser's option.
3. The Purchaser assumes no responsibility for equipment, costumes, etc., utilized by Artist, except in such instances where Purchaser agrees, in writing, to accept custody of same, and then only to the extent that loss of injury is occasioned by Purchaser's negligence or intentional acts.

Withholding Requirements

1. Non-U.S. Resident Aliens: The appropriate tax will be withheld based on IRS Section 1441 and existing tax treaties. Withholding is required at 30% (less pro-rate personal exemption amount) on payments for services unless:

16.1 Income is non-U.S. source.

16.2 Payment is effectively connected with a U.S. trade or business and individual has filed Form 4224, or

16.3 Income is partially or totally exempt or subject to a reduced withholding rate due to a tax treaty or pro- rated personal exemption amount and individual has filed Form 8233 to claim the exemption or reduced rate. Depending on Visa type, other forms such as an I-94, DS 2019 (J-1 Visa) and W-7 may be required.

1. U.S. Residents: Withholding is required at the rate of 20% on payments for services if applicable Social Security number(s) are not provided.
2. Nonresident entertainers and public speakers are required to file a bond or place a security deposit with the Wisconsin Department of Revenue at least six days prior to the date of performance to assure payment of state income taxes if income earned from performances in Wisconsin will exceed $3,200. If the nonresident entertainer or public speaker does not show proof to the University that such bond or security deposit was filled with the Wisconsin Department of Revenue, state law provides that the University shall deduct 6% of the total performance contract price and remit said amount as withheld for state income tax purposes. Contact WI Dept. of Revenue at 608-266-3645 with questions.
3. The Artist is solely responsible for payment of royalty fees or dramatic rights and dramatical musical works and/or performance fees, fees required by unions an similar organizations, and similar costs The Artist shall indemnify the Purchaser against any liability or damages, including attorney fees, which may arise as a result of any violation by Artist of copyright laws. Sale of any souvenir items or programs by Artist shall only be permitted upon specific written agreement with Purchaser 21 days prior to date of engagement, and then subject to the terms thereof and provided arrangements for the payment of applicable sales tax are made.
4. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

The parties have agreed to and executed this document as of the dates indicated below:

|  |  |
| --- | --- |
| Accepted By: | Accepted By: |
| For the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System, UW Milwaukee, PO Box 777, Milwaukee WI 53201 | Artist/Agent: |
| Signature: | Signature: |
| Name (printed or typed): | Name (printed or typed): |
| Title: | Title: |
| Date: | Date: |

Information for campus preparer of this form:

See [Policy 3.3.20 - Entertainer and Public Speaker Contracts](http://uwm.edu/business-financial-services/purchasing/policies/) for instructions on use of this form.